

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

In re:

JOHANNA I. PASTRANA FIGUEROA

CASE NO. 15-06378 (ESL)

DEBTOR

Chapter 13

**BANCO POPULAR DE PUERTO
RICO, SERVICER FOR WELLS FARGO**

MOVANT

INDEX

VS.

**JOHANNA I. PASTRANA
FIGUEROA;
JOSE R. CARRION MORALES,
CHAPTER 13 TRUSTEE**

**☒ of acts against property under
§362(d)(1) "CAUSE"**

RESPONDENTS

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

COMES NOW BANCO POPULAR DE PUERTO RICO, servicer for WELLS FARGO ("Banco Popular"), through its undersigned counsel, and very respectfully alleges, states and prays:

1. Jurisdiction is granted by 28 U.S.C. §1334 and by 28 U.S.C. §157, and this is an action pursuant to 11 U.S.C. §362 (d)(1).
2. On August 20, 2015, Debtor(s) filed a petition for relief under Chapter 13 of the Bankruptcy Code.
3. Banco Popular is the holder in due course of a Mortgage Note in the principal sum of \$112,800.00 bearing interest at 5.950% per annum, due on October, 2034.

4. On September 11, 2015, Banco Popular filed a secured claim, with a proof of lien, in the amount of \$174,528.42 for loan number 4781, with pre-petition arrears of \$25,133.36, encumbering Debtor(s)' residence.

5. Since the filing date, Debtor's account has accumulated post-petition arrears of \$2,589.75 including late charges, legal fees and costs of this index., as stated in the attached verified statement entitling this Honorable Court to grant Banco Popular relief from the automatic stay, pursuant to 11 U.S.C. §362 (d)(1).

6. Respondent is the duly-appointed Chapter 13 trustee.

7. As shown from the attached certification(s), Debtor(s) is/are not eligible for the protections of the Servicemen's Civil Relief Act of 2003.

WHEREFORE, it is respectfully requested that this Honorable Court enter an order granting Banco Popular relief from the automatic stay.

WE HEREBY CERTIFY that a copy of the *Motion for Relief from Stay* was electronically filed by Movant, using the CM/ECF System, which will send a notification to the Chapter 13 Trustee and to the debtor(s)' attorney. In addition, a copy of the *Motion for Relief from Stay* was sent by Movant, to the debtor(s)' address of record.

In San Juan, Puerto Rico on the 12th day of November, 2015.

SERGIO A. RAMIREZ DE ARELLANO LAW OFFICES

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Banco Popular Center
10th Floor, Suite 1022
209 Muñoz Rivera Avenue
San Juan, PR 00918-1009
Tels: (787) 765-2988
Fax No. (787) 765-2973
sramirez@sarlaw.com

/S/ Sergio A. Ramirez de Arellano
USDC PR 126804

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STATEMENT OF ACCOUNT

DEBTOR:		JOHANNA PASTRANA FIGUEROA		BPPR NUM:		4781	
BANKRUPTCY NUM:		15-06378		FILING DATE:		08/20/15	
SECURED LIEN ON REAL PROPERTY							
Principal Balance as of		02/01/13				146,583.68	
Accrued Interest from		01/01/13		to 11/30/15		25,066.01	
Interest:	5.950%	Accrued num. of days:	1049	Per Diem:	23.895148		
Monthly payment to escrow							
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00		
A&H	\$0.00	Life	\$0.00	Escrow Advance	\$0.00		
Total montly escrow		\$0.00	Months in arrears	31	Escrow in arrears	0.00	
					Accrued Late Charge:	1,299.72	
Advances Under Loan Contract:							
Title Search	\$45.00	Tax Certificate	\$0.00	Inspection	\$0.00	2,313.57	
Other	\$2,268.57						
Legal Fees:						1,340.00	
Total Estimate due as of		11/30/15				176,602.98	
AMOUNT IN ARREARS							
PRE-PETITION AMOUNT:							
31	payments of	\$650.97	each one				20,180.07
accumulated lated charges		1300				1,299.72	
Advances Under Loan Contract:							
Title Search	\$45.00	Tax Certificate	\$0.00	Inspection	\$0.00	2,313.57	
Other	\$2,268.57						
Legal Fees:						1,340.00	
A = TOTAL PRE-PETITION AMOUNT						25,133.36	
POST-PETITION AMENDED:							
0	payments of	\$650.97	each one				0.00
Late Charge		0				0.00	
Post Petition Legal Fees							0.00
B = TOTAL POST-PETITION AMOUNT						0.00	
POST-PETITION AMOUNT:							
3	payments of	\$650.97	each one				1,952.91
Late Charge		\$61.84				61.84	
Post Petition Legal Fees		\$575.00				575.00	
C = TOTAL POST-PETITION AMOUNT						2,589.75	
TOTAL AMOUNT IN ARREARS						27,723.11	
OTHER INFORMATION							
Next pymt due		02/01/13	Interest rate	5.950% P & I	\$618.39	Monthly late charge	\$30.92
Investor	Banco Popular de Puerto Rico		Property address 787 RD KM3.4 219 BAYAMON CIDRA PR 00739				
The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.							
<i>José A. Colón Rivera</i> BANCO POPULAR DE PUERTO RICO						11/09/15 DATE	

NOTE
PAGARE

US\$ 112,800.00

Modificado

San Juan, Puerto Rico
September 29, 2004

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay DORAL BANK
Por valor recibido, el (los) suscritiente (s) ("Deudor") promete (n) pagar a
or order the principal sum of \$112,800.00
o a su orden la suma principal de

Dollars, with interest on the unpaid
Dólares, con intereses sobre el balance
principal balance from the date of this Note, until paid, at the rate of
insoluto de principal desde la fecha de este Pagaré hasta su pago a razón de
5.950 percent per annum. Principal and interest shall be payable at San Juan, Puerto Rico
por ciento anual. El principal e intereses serán pagaderos en San Juan Puerto Rico
or such other place as the Note holder may designate in writing, in consecutive monthly installments of
o en cualquier otro lugar que el tenedor de este Pagaré indique por escrito, en plazos mensuales y consecutivos de

Dollars(US\$ 672.67), on the first day of each month beginning the first of November
Dólares (US \$), en el primer día de cada mes comenzando el 1ro. de

2004 until the entire indebtedness evidence hereby is fully paid, except that any remaining indebtedness
Hasta que se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante,
if not sooner paid, shall be due and payable on the first day of October 2034
si no antes pagada quedara vencida y pagadero en el día primero de

If any monthly installment under this Note is not paid when due and remains unpaid after a date
Si cualquier plazo mensual bajo este Pagaré no es pagado cuando venza y permanece impagado luego de la fecha
specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon
especificada en la notificación al Deudor, la suma total de principal pendiente de pago e intereses acumulados sobre la misma
shall at once become due and payable at the option of the Note holder. The date specified shall not be less
quedarán inmediatamente vencidos y pagaderos a opción del tenedor de este Pagaré. La fecha especificada no será anterior
than thirty days from the date such notice is mailed. The Note holder may exercise this
a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagaré podrá ejercitar esta
option to accelerate during any default by Borrower regardless of any prior forbearance.
opción de aceleración durante cualquier incumplimiento del Deudor, no empeco cualquier indulgencia de morosidad anterior
If suit is brought to collect this Note, the Note holder shall be entitled to collect in such
De radicarse procedimiento judicial para el cobro de este Pagaré, el tenedor de este pagaré tendrá derecho a cobrar en dicho
proceeding the agreed and liquidated amount of ten per percent of the original principal amount hereof to
procedimiento la suma pactada y líquida de diez por ciento de la suma original de principal del presente para
cover costs and expenses of suit, including but not limited to, attorney's fees.

cubrir las costas y gastos de dicho procedimiento, incluyendo sin implicar limitación, honorarios de abogados.
Borrower shall pay to the note holder a late charge of 5 percent of any
El deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de 5 por ciento de cualquier plazo
monthly installment not received by the Note holder within Fifteen days after the installment
mensual que no sea recibido por el tenedor de este pagaré dentro de Quince días después de la fecha de vencimiento de
is due. Borrower may prepay the principal amount outstanding in whole or in part. The Note
dicho plazo. El deudor podrá pagar por el anticipado la totalidad o parte del balance insoluto de principal. El tenedor de este
holder may required that any partial prepayments (i) be made on the date monthly installments
Pagaré podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha en que vengzan plazos
are due and (ii) be in the amount of that part of one or more monthly installments which would
mensuales y (ii) sean en la cuantía de aquella parte de uno o más plazos mensuales que
be applicable to principal. Any partial prepayment shall be applied against the principal amount
sería aplicable a principal. Cualquier pago parcial por anticipado será aplicado contra el
outstanding and shall not postpone the due date of any subsequent monthly installments or
principal insoluto y no pospondrá la fecha de vencimiento de cualquier plazo mensual subsiguiente ni
change the amount of such installments, unless the Note holder shall otherwise agree in writing.
cambiará el monto de dichos plazos a menos que el tenedor de este Pagaré acuerde lo contrario por escrito.

If within five years from the date
Si, dentro de cinco años desde la fecha
of this Note, the undersigned makes any prepayments in any twelve month period beginning with the
de este Pagaré, los suscritientes hacen cualquier pago anticipado en cualquier periodo de doce meses comenzando con la

PUERTO RICO - 1 to 4 family-6/76--FNMA/FHLMC UNIFORM INSTRUMENT

se modifica por escritura 562 otorgada en San Juan, P.R. el 9 de noviembre de 2011
Ante el Notario Mario Enrique Vazquez Vera, haciendo constar que el principal será a \$61,433.30 y que
al 1 % anual, con pagos mensuales de principal e intereses por la suma \$618.39 Comenzando
el día 1 de enero de 2012 y terminando el 1 de septiembre de 2034
Con un último pago de \$61,433.30.

NOTARIO PUBLICO



date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a lender other than the holder hereof, the undersigned shall pay the holder hereof (a) during the 1st loan year 3 percent of the total amount prepaid made during any such loan year; (b) during the 2nd. and 3rd. loan year 2 percent of the total amount prepaid during each corresponding loan year; and, (c) during fourth and fifth loan year, 1 percent of the total amount prepaid during each corresponding year.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, personal representatives, successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, on property as indicated in Deed number --66-- before the subscribing Notary.

JOHANNA PASTRANA FIGUEROA t/c/c
JOHANNA IVETTE PASTRANA FIGUEROA

KM 3.4 ST#787 INT.

BAYAMON WARD

CIDRA, PR 00739

Pay to the order of:

Without Recourse
First Bank of Puerto Rico

Authorized by: Jay Casaldue, VP

Affidavit Number: 2878

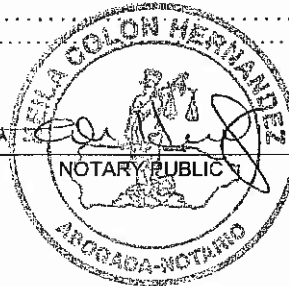
(Execute Original Only)
(Otróguese el Original Únicamente)

Acknowledged and subscribed before me by the above signatories, of the personal circumstances contained in the Mortgage deed herein before described, whom I have identified as expressed also in said deed.

Pay to the order of
FIRST BANK OF PUERTO RICO
without recourse
HF Mortgage Bankers a division of
Doral Financial Corporation

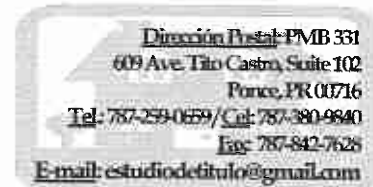
By: [Signature]
Authorized Signature
Date: _____

Pay to the order of
DORAL FINANCIAL CORP.
without recourse.
Doral Bank
By: [Signature]
José Manuel Ruiz- AVP
Authorized Signature
Date: _____





Estudio de Título



Oficina Investigaciones de Títulos
Ana M. Echevarría De Jesús

CASO: JOHANNA PASTRANA FIGUEROA

FINCA: 13754

FOLIO: 213 – INS 1RA

TOMO: 354 DE CIDRA

REF.: FRAU & ASOCIADOS / MARIA
DORAL BANK / CASO # 7912

REGISTRO: CAGUAS II

DESCRIPCIÓN:

RUSTICA: Parcela marcada con el número 219 en el plano de parcelación de la comunidad Rural Bayamón del Barrio Bayamón del término municipal de Cidra, Puerto Rico, con una cabida superficial de 1524.37 METROS CUADRADOS. En lindes por el NORTE, con parcela 225 de la comunidad; por el SUR, con calle 11 de la comunidad; por el OESTE, con Sucesión Domingo Ortiz Dávila. No expresa ESTE.

-- En su inscripción 5ta se dice que se edifica lo siguiente: primera planta consta de 3 dormitorios, sala, comedor, marquesina con área de lavandería, balcón y 2 baños; la segunda planta consta de 3 dormitorios, cocina, comedor, sala, balcón y 2 baños.

NOTA: SE OBSERVA QUE DEL REGISTRO NO SURGE LA COLINDANCIA ESTE.

ADQUISICIÓN:

Consta inscrita a favor de **JOHANNA PASTRANA FIGUEROA**, Seguro Social #xxx-xx-5347, mayor de edad, soltera, quien adquirió por título de compra a Vidal Berrios López y Carmen María Cotto López, por precio de \$72,000.00, mediante la escritura #163, otorgada en San Juan, Puerto Rico, el día 28 de noviembre de 2003, ante el Notario Público Danny Rosello Reyes, e inscrita al folio 213 vuelto del tomo 354 de Cidra; inscripción 2da; y la casa la adquiere por acta de edificación, con valor de \$70,000.00, mediante la escritura #9, otorgada en Caguas, Puerto Rico, el día 9 de junio de 2005, ante el Notario Público Roberto L. Varela Muñiz, e inscrita al folio 153 del tomo 443 de cidra; inscripción 5ta.

CARGAS:

POR SU PROCEDENCIA: Afecta a: SERVIDUMBRE a favor de la Autoridad de Fuentes Fluviales; SERVIDUMBRE a favor de Puerto Rico Acueduct and Server Service.

POR SÍ: **HIPOTECA** constituida mediante la escritura #66, otorgada en San Juan, Puerto Rico, el día 29 de septiembre de 2004, ante el Notario Público Keila Colón Hernández, en garantía de un pagaré a favor de **DORAL BANK, O A SU ORDEN**, por la suma principal de **\$112,800.00** y créditos adicionales, devengará intereses al 5.95 por ciento anual, vence el día 1ro de octubre de 2034, tasándose la finca en *una cantidad equivalente al principal*, e inscrita al folio 153 del tomo 443 de Cidra; inscripción 4ta.

-- Dicha hipoteca fue modificada por la escritura #562, otorgada en San Juan, Puerto Rico, el día 9 de noviembre de 2011, ante el Notario Público Mario Enrique Vázquez, en cuanto a lo siguiente: se modifica el pagare que será la suma de \$103,697.53 con plazos mensuales de \$618.39, comenzando el día 1ro de enero de 2012 y vence el día 1ro de octubre de 2034, e inscrita al folio 153 del tomo 443 de Cidra; inscripción 8va y última.



...Continúa...

CASO: JOHANNA PASTRANA FIGUEROA
FINCA: 13754 DE CIDRA

2) *HIPOTECA* constituida mediante la escritura #370, otorgada en Caguas, Puerto Rico, el día 3 de octubre de 2006, ante el Notario Público Fernando Rabell Echegaray, en garantía de un pagaré suscrito bajo affidavit #4075, a favor de *HISPANIA FINANCIAL SERVICE CORPORATION. O A SU ORDEN*, por la suma principal de *\$52,000.00* y créditos adicionales, devengará intereses al 7.95 por ciento anual, vence el día 1ro de octubre de 2021, tasándose la finca en *una cantidad equivalente al principal*, e inscrita al folio 153 del tomo 443 de Cidra; inscripción 6ta.

-- Dicha hipoteca fue modificada por la escritura #147, otorgada en San Juan, Puerto Rico, el día 6 de agosto de 2011, ante el Notario Público Antonio Escribe Oliver, en cuanto a lo siguiente: se modifica por la suma de \$46,376.49 que será satisfecha a los 24 meses, con intereses de 7.95 por ciento anual, plazos mensuales de \$320.72, comenzando el día 1ro de septiembre de 2011 y vence el día 1ro de agosto de 2013; el pagare restante a un intereses de 7.95 por ciento anual, con plazos mensuales de \$474.21, comenzando el 1ro de septiembre de 2013 y vence el día 1ro de agosto de 2026, e inscrita al folio 153 del tomo 443 de Cidra; inscripción 7ma.

EMBARGOS ESTATALES: Ninguno.

EMBARGOS ESTATALES ANOTADOS BAJO LA LEY #12: Ninguno.

GRAVÁMENES FEDERALES: Ninguno.

SENTENCIAS: Ninguna.

DOCUMENTOS PENDIENTES DE DESPACHO: NINGUNO, hasta el asiento **1299** del diario **677**, siendo las ocho de la mañana del **día 1 de julio de 2014**.

~ Bitácora buscada bajo el sistema mecanizado ~

NOTA: Esta sección del Registro tiene establecido un sistema computarizado. Nuestra oficina no se hace responsable por errores u omisiones que cometa el empleado del Registro en la entrada y búsqueda de datos en dicho sistema y en la Bitácora.



AE/kvm/14

Ana M. Echevarría De Jesús
Ana M. Echevarría De Jesús
Investigadora De Títulos



Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: PASTRANA FIGUEROA
 First Name: JOHANNA
 Middle Name:
 Active Duty Status As Of: Nov-11-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350